

50. The billing controller for processing requests for products of claim 22, wherein each provisioning request in the set of provisioning requests is specifically formatted for one of the plurality of providers.

51. The computer program product of claim 37, wherein each provisioning request in the set of provisioning requests is specifically formatted for one of the plurality of providers.--

REMARKS

Applicants thank the Examiner for the continued allowance of claims 13-16, 28-31, and 43-48. The Examiner rejected claims 7-12, 22-27 and 37-42 under 35 U.S.C. § 102(b) as being anticipated by Riskin (U.S. Patent No. 4,757,267).

Rejection of Claims 7, 22, and 37

With regard to independent claims 7, 22, and 37, the Examiner alleged that Riskin discloses all the recited steps. Applicants respectfully disagree for at least two reasons. First, Riskin does not teach or suggest "a set of provisioning requests" or "converting . . . into a set of provisioning requests," or "providing the provisioning requests to the plurality of providers," as recited in claims 7, 22, and 37. And second, the claims recite a "bundle code indicating a set of products offered by a plurality of providers," but Riskin discloses only a single product offered by a single dealer.

Claim 7, as amended, recites, among other things:

storing in a database a set of bundle codes, each bundle code indicating a set of products offered by a plurality of providers; receiving a request identifying a customer and including a bundle code; converting a portion of

the received request into a set of provisioning requests based on the received bundle code; and providing the provisioning requests to the plurality of providers.

Amended claims 22 and 37 recite similar limitations.

Riskin simply does not teach or suggest the recited “provisioning requests” or “converting a portion of the received request into a set of provisioning requests,” or “providing the provisioning requests to the plurality of providers.” Discussing one embodiment consistent with the principles of the present invention, the specification teaches:

Provisioning component 240 identifies the customer's selected service provider from the provisioning data (step 620), and accesses format database 210 for a provisioning data format for that provider (step 630). For example, there is a form used by ILECs for the provisioning of local exchange service, and there is another form used by IXC for provisioning long distance service. Additionally, providers have specific forms for other products, and the CLEC's billing system accommodates each provider's format requirements.

Provisioning component 240 then formats the provisioning data from the customer's request in the appropriate format for the selected service provider (step 640), and sends the formatted provisioning data to the selected service provider (step 650)

Provisioning component 240 performs this provisioning procedure 600 for each product and service selected by the customer.

(Application, page 15, line 16 - page 17, line 8).

Claim 7 recites “converting a portion of the received request into a set of provisioning requests based on the received bundle code; and providing the provisioning requests to the plurality of providers.” Riskin, in contrast, merely discloses connecting a calling customer to a dealer via telephone. There is no mention, and indeed no need in Riskin's system, for providing “provisioning requests” to each dealer, because the customer is talking directly with the dealer and verbally orders the desired product. (Col. 8, lines 45-47; Fig. 5D).

Similarly, Riskin also fails to teach or suggest “a plurality of providers” to whom the provisioning requests are provided. In the Office Action, the Examiner concluded that Riskin discloses storing in a database a set of bundle codes, each bundle code indicating a set of products offered by a plurality of providers at column 8, lines 13-25, because “the claimed ‘bundle code’ is equivalent to the telephone number dialed by the caller,” and “[t]he dialed number . . . yields the product, advertiser and advertisement data”

Applicants submit, however, that the Examiner is mistaken in the asserted premise that “the claimed ‘bundle code’ is equivalent to the telephone number dialed by the caller,” because Riskin’s dialed telephone number does not connect the caller to a plurality of providers from whom products are ordered. According to the language of the claims, “each bundle code indicat[es] a set of products offered by a plurality of providers.” Thus, a bundle code indicates two things: a set of products and a plurality of providers of the product. Riskin’s called telephone number, in contrast, yields only a single product--the product advertised for the particular 800 number that was dialed--and one provider of the product--namely, the geographically nearest dealer. (See, e.g., col. 7, lines 13-27; Fig. 5D).

More specifically, regarding the product, Riskin teaches that the caller places a call to a telephone number in response to an advertisement. (Col. 7, lines 34-36). Riskin’s system then indexes the called telephone number into a lookup table, yielding the advertiser, product, and advertisement assigned to the telephone number. (Col. 8, lines 8-17). Riskin does not teach or suggest indexing the called telephone number into more than one product, or in other words “a set of products,” as recited in the claims.

Regarding the providers, Riskin's system selects a file (using the looked-up advertiser and product) containing a list of all possible dealers for that product, along with the location of each. (Col. 8, lines 17-20, 23-29). Riskin's system then searches this list to find the dealer located geographically nearest to the caller (col. 8, lines 37-41), and ultimately connects the caller to a single nearby dealer of the advertised product. (Col. 8, lines 41-53). By dialing a single 800 telephone number, a user of Riskin's system does not connect to more than one dealer of the advertised product. (See Fig. 5D). In other words, a caller does not connect to a "plurality of providers," as recited in claims 7, 22, and 37.

For a proper rejection under 35 U.S.C. § 102(b), the cited reference must teach or suggest each and every element recited in the claims. For at least the reasons stated above, Applicants submit that Riskin does not disclose several of the elements recited in independent claims 7, 22, and 37 and that these claims are allowable over Riskin. Applicants further submit that claims 8-12, 23-27, and 38-42, which depend directly from claims 7, 22, and 37 respectively, are also allowable for at least the foregoing reasons. Accordingly, Applicants respectfully request the Examiner to withdraw the 35 U.S.C. § 102(b) rejections.

Rejection of Claims 10, 11, 25, 26, 40, and 41

Claims 10, 11, 25, 26, 40, and 41 are allowable over Riskin for at least one other reason: Riskin does not teach or suggest "determining a means for providing" as recited in claims 10, 25, and 40. Riskin teaches only a single means of communication between a calling customer and a dealer, namely, connecting a telephone call. There is no "determination" disclosed because Riskin teaches only a single means of

communication--via telephone. Even if Riskin disclosed "provisioning requests" (which it does not), it does not disclose the recited "determining a means for providing" limitation of claims 10, 25, and 40. Accordingly, Applicants submit that these claims are allowable over Riskin for this additional reason. In addition, Applicants submit that claims 11, 26, and 41, which depend from claims 10, 25, and 40 respectively, are also allowable for at least this additional reason. Accordingly, Applicants respectfully request the Examiner to withdraw the 35 U.S.C. § 102(b) rejections of these claims.

New Claims 49-51

Applicants have added new claims 49-51 to cover additional aspects of the provisioning requests. Riskin does not teach or suggest provisioning requests. Further, Riskin does not disclose provisioning requests formatted for specific providers. Therefore, Applicants respectfully request the Examiner to allow these new claims.

In view of the foregoing amendments and remarks, Applicants respectfully request the reconsideration and reexamination of this application and the timely allowance of the pending claims.

Please grant any extensions of time required to enter this response and charge any additional required fees to our Deposit Account No. 07-2339.

Respectfully submitted,

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By: James K. Weixel
James K. Weixel
Reg. No. 44,399

Verizon Services Group
600 Hidden Ridge, HQE03H01
Irving, TX 75038
Tel. (781) 466-2220